

WESTERMAN BALL EDERER MILLER
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Counsel to Signature Bank

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Albert M. Lefkovits,

Case No.: 17-12845 (SMB)

Debtor.
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**NOTICE OF APPEARANCE AND REQUEST FOR SERVICE
OF PAPERS BY WESTERMAN BALL EDERER MILLER ZUCKER
& SHARFSTEIN, LLP AS COUNSEL TO SIGNATURE BANK**

PLEASE TAKE NOTICE that Westerman Ball Ederer Miller Zucker & Sharfstein, LLP
“WBEMZS”) hereby appears as attorneys for Signature Bank (“Signature Bank”). Pursuant to
Rules 2002, 9007 and 9010(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy
Rules”), request is hereby made that all pleadings of any kind, including, without limitation,
notices, motions, complaints, and orders, whether written or oral, formal or informal, however
transmitted, whether by mail, hand delivery, telephone, telegraph, telex or otherwise filed or
made, related in any way to the debtor, the debtor’s property or estate, given or required to be
given in this case, and all papers served or required to be served in this case, be given to and
served upon WBEMZS at the office, address and telephone number set forth below, and that
WBEMZS’s name be added to the mailing matrix on file with the Clerk of the Bankruptcy Court
as follows:

WESTERMAN BALL EDERER MILLER ZUCKER & SHARFSTEIN, LLP

1201 RXR Plaza
Uniondale, New York 11556
Attn.: William C. Heuer, Esq.
Email: wheuer@westermanllp.com
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PLEASE TAKE FURTHER NOTICE that the foregoing request applies to and includes not only the notices and papers referenced in the Bankruptcy Rules specified above, but also includes, without limitation, all orders and notices of any applications, motions, petitions, pleadings, requests, complaints, or demands, whether formal or informal, whether transmitted or conveyed by mail, delivery, telephone, facsimile transmission, electronic mail, telex or otherwise, which affects, or seeks to affect, or may potentially affect in any way, the referenced debtor or the bankruptcy estate or any property or proceeds in which the referenced debtor or the bankruptcy estate may claim an interest. Request is further made hereby that in addition to any method of service required by court order in this case, all documents be served upon WBEMZS by regular mail or other hard copy delivery, such as federal express or other overnight courier.

This notice of appearance shall not be interpreted as, or deemed to be, a consent to electronic service or notice by electronic transmission in this case and, Signature Bank and WBEMZS expressly do not consent to such service unless permitted by Court Order. If, at any time, Signature Bank determines to receive electronic service of documents or notice by electronic transmission in this case, it will make the appropriate request in writing in accordance with Bankruptcy Rule 9036.

PLEASE TAKE FURTHER NOTICE that neither this Notice of Appearance and Request for Service of Papers ("Notice") nor any later appearance, pleading, proof of claim,

claim or suit shall constitute, or be construed as, a waiver of Signature Bank's rights: (a) to have final orders in non-core matters entered only after *de novo* review by a District Judge, (b) to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to this case, (c) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, (d) to object to the jurisdiction of this Bankruptcy Court for any purpose other than with respect to this Notice, (e) to make an election of remedy, (f) to receive notice and service of hard copies or "paper" documents, as compared to electronic service, (g) or any other rights, claims, actions, defenses, setoffs, or recoupments as appropriate, to which Signature Bank is or may be entitled, in law or in equity, under any agreements, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly reserved by Signature Bank.

Dated: Uniondale, New York
October 20, 2017

WESTERMAN BALL EDERER MILLER
ZUCKER & SHARFSTEIN, LLP

By: /s/ William C. Heuer
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